

3442 Gunston Road – Retaining Wall/Patio Hearing Resolution Worksheet

Date: January 15, 2020

Suggested Motion:

“I move to approve/disapprove the retaining wall and flagstone patio at unit 3442 Gunston Road.”

2nd:

Summary: Documentation is attached.

On July 9, 2019 the Covenants Committee denied the flagstone patio with retaining wall application because the installation does not comply with the current patio and walkway specifications.

Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dan Courtney				
Susan Cox				
James Konkel				
Rich Moha				
Kathy Schramek				
Nicholas Soto				
Robin Woods				
Maria Wildes				

Appeal to Board of Covenants Approval Denial for 3442 Gunston Rd

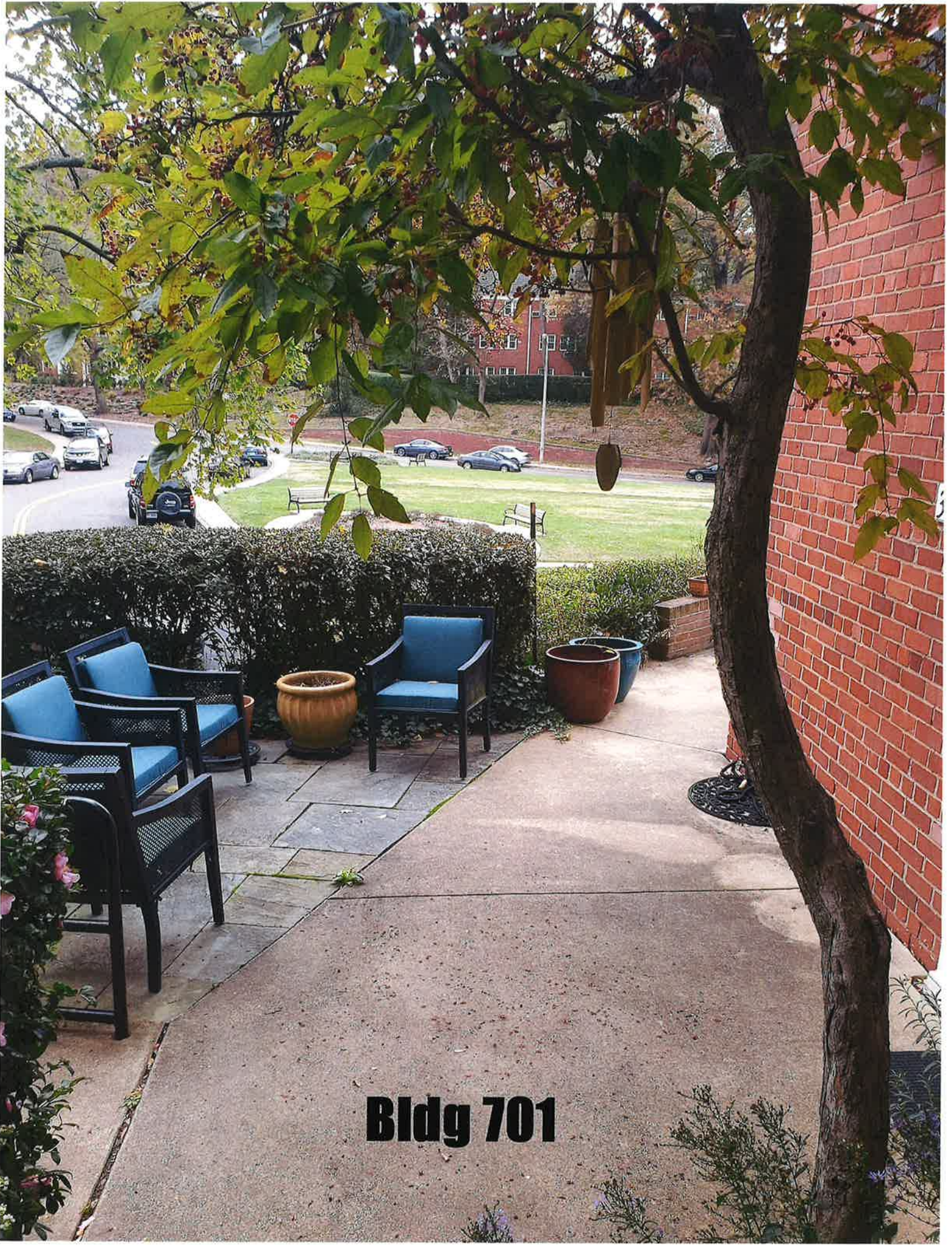
The Covenants Committee denied my request to approve my existing patio in the area of the side of Bldg. 729 (adjacent to the front door of a Lincoln unit). My appeal to the Board has several bases:

- There was a preexisting flagstone patio for decades in the area in question (see *Patio prior*), which used extensive flagstone (see *Previous flagstone*). Through the years this patio was seen by the General Manager, Asst. GM, Covenants Director, et al, and was never deemed an issue. Thus, the improvements on the preexisting patio should be grandfathered in.
- There are numerous units – both Lincolns and others – which have patios seemingly in violation of the Bylaws. (See *Bldg 701 a/b/c*, *Bldg 708*, *Bldg 710*, *Bldg 715*, *Bldg 726*, *Bldg 734*, *Bldg 737*, *Bldg 838*.) These include patios on the side of Lincoln units, extended front stoops on the side of Lincoln units, patios in front of other units, and patios which are across sidewalks from the adjacent unit. The Bylaws are being enforced in an arbitrary and capricious manner.
- There is a retaining wall adjacent to a Lincoln (see *Bldg 835*), to prevent excessive rainwater runoff. The retaining wall is necessary at my unit to prevent excessive pooling (see *Porch combined*).
- My neighbor Ellen Averbach (3468 Gunston Bldg 723) also has a side patio and retaining wall adjacent to the front door of her Lincoln unit (see *Ellen1*, *Ellen2*, *Ellen3*, *Ellen4*). She obtained permission from Parkfairfax for both the patio and the retaining wall (see *Ellen Approval*) on the side of her Lincoln unit.

Based on the preceding, I submit that my appeal should be heard and approved by the Board based on both equity and fairness.

John J. "Jeff" Lisanick
3442 Gunston Rd.
Bldg 729





Bldg 701



Bldg 708



Bldg 710



Bldg 715

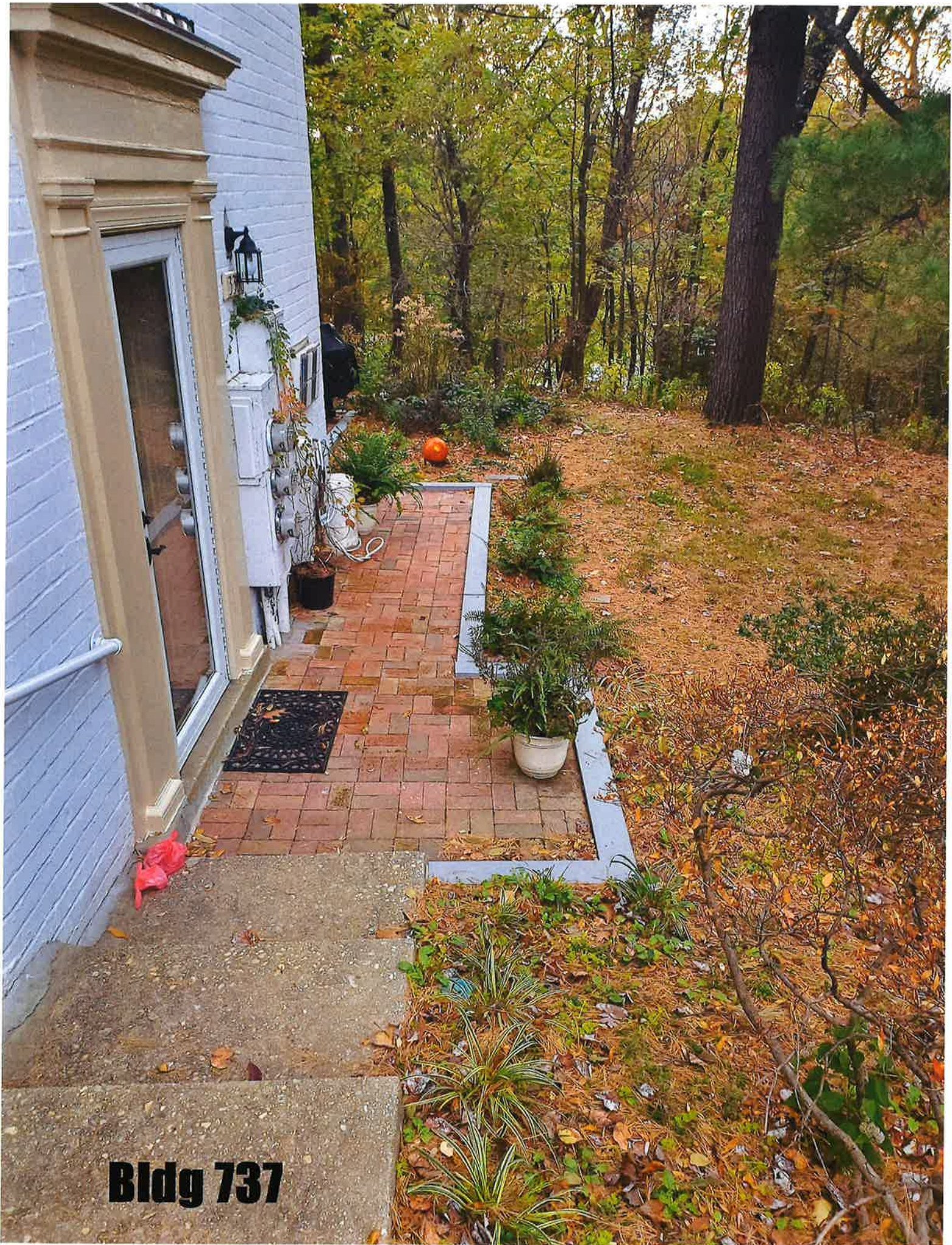


Bldg 726

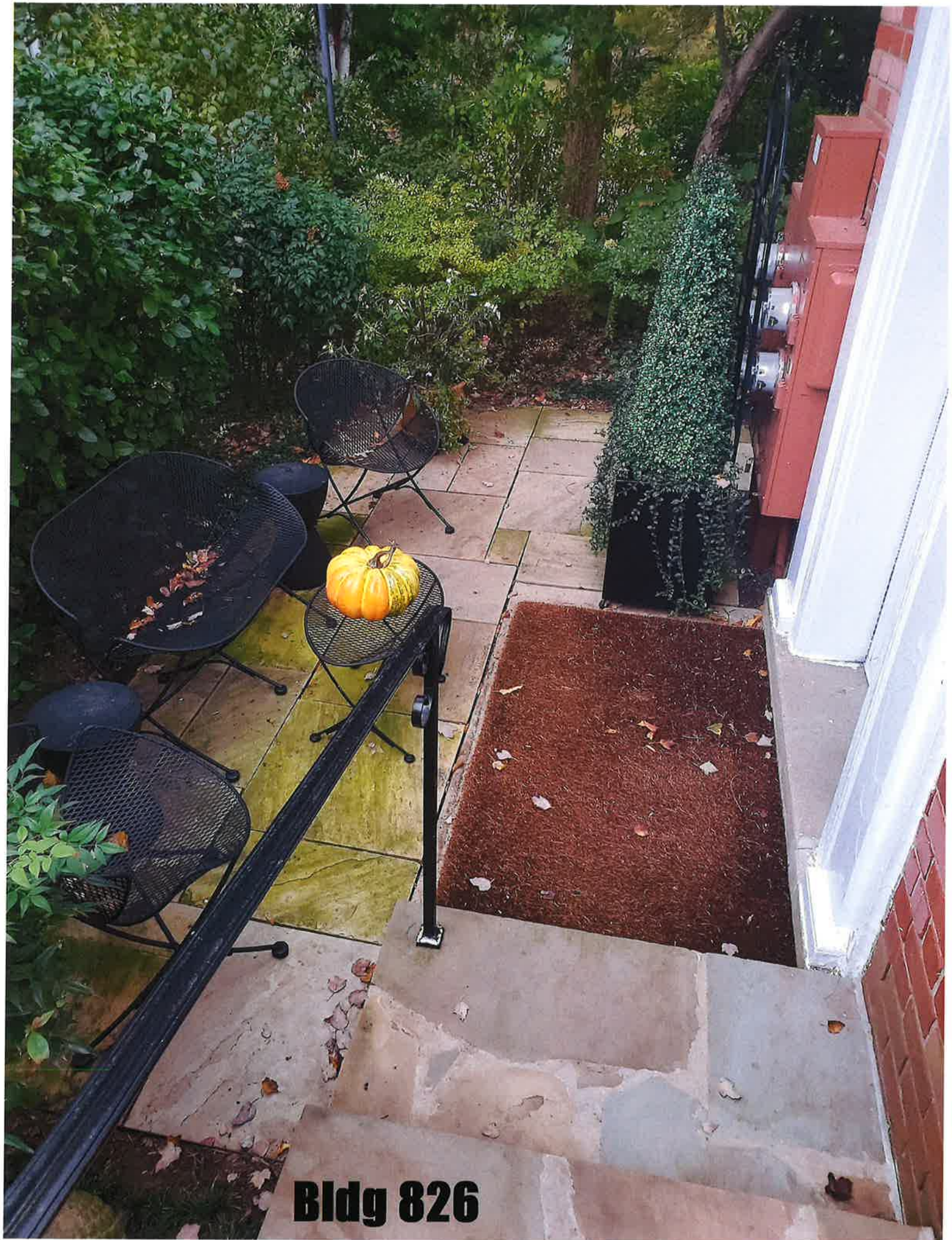


3232

Bldg 734



Bldg 737



Bldg 826



Bldg 838



Bldg 835

Parkfairfax Condominium

A Historic District

UNIT OWNERS ASSOCIATION

3360 GUNSTON ROAD • ALEXANDRIA, VIRGINIA 22302-2198

TELEPHONE (703) 998-6315 FAX (703) 998-8764

May 7, 2004

Ellen Averbach
3468 Gunston Road
Alexandria, VA 22302

Re: Application for Non-Routine Change

Dear Ms. Averbach;

I am pleased to inform you that the Parkfairfax Board of Directors has accepted the stone arrangement that has been put into place and will allow you to keep the arrangement as is. Enclosed you will find a copy of the approved application. Please keep this application with your permanent papers. The original application will be kept on file at Parkfairfax for future reference.

Thank you for your continued efforts in making Parkfairfax a beautiful community in which to live. Should you have any further questions or concerns, please do not hesitate to call me @ (703) 998-6315.

Sincerely,



Cathy Rose
Covenants Director

CC: Homeowner File

Enclosure



COVENANTS APPLICATION FOR NON-ROUTINE CHANGES

Date: 5-31-19 Unit Owner(s): JOHN LISANICK Phone#: _____
Building # 729 Unit Address: 3442 GUNSTON RD. Model: LINCOLN
OWNERS ADDRESS (if different from above): _____

I WISH TO DO THE FOLLOWING (Please mark the appropriate box)

BE SURE TO READ THE APROPRIATE SPECIFICATIONS FOR THE WORK BEING PERFORMED

For the following changes an illustration or detailed description is required.

Install or Replace:

- 1) ☐ Brick Patio
- 2) ☒ Flagstone Patio
- 3) ☐ Alteration to A/C Sleeve
- 4) ☐ Wooden Deck
- 5) ☐ Plantings
- 6) ☐ Garden
- 7) ☐ Landscaping
- 8) ☐ Gate
- 9) ☐ Arbor
- 10) ☐ Trellis
- 11) ☐ Resident Installed Walkways
- 12) ☐ HVAC/Central System Package
- 13) ☐ Brick Modifications
- 14) ☐ Subdivision of Units
- 15) ☐ Combine two units into one
- 16) ☐ Other: _____

**Please notify the Covenants Director in writing within 30 days of installation to allow for a follow-up inspection to ensure compliance with our outlined specifications.
BY MY SIGNATURE BELOW, I AFFIRM THE FOLLOWING:**

- 1. The change identified herein and the manner of installation of that change meets all applicable codes and ordinances of the City of Alexandria.
- 2. I understand maintenance and repair of changes by me is my responsibility and I am obligated for all expenses relating to maintenance and repair.
- 3. I understand that I am personally liable for all damages and expenses to my unit, other units and/or the common elements resulting from improper installation or failure to properly maintain such changes by me or at my direction.

4. I understand changes are subject to inspection by the Association Management up 30 thirty days after changes are completed.

5. I affirm that I am installing/replacing the above items exactly as represented here. I understand that any variation from the above constitutes any variation from the above constitutes a violation of the architectural guidelines and automatically voids approval.

6. I understand and agree that no work on this proposed change shall commence without prior written approval of the Covenants Committee.

6. I understand asbestos is present in Parkfairfax units and the common elements. If the change I am proposing requires work which may disturb asbestos, I agree that I must specifically advise the Covenants Committee of the nature and extent of this work in writing prior to commencement of such work. I also agree I will endorse a separate indemnification agreement if such asbestos disturbing work is necessary. I also agree I and my contractor (if appropriate) will abide by all Federal, State and Local ordinances regarding the disturbance and removal of asbestos containing materials and will agree to have air testing conducted at my expense.

Date: 5-31-2019

Unit Owner: John J. Lisnack

Date: _____

Unit Owner: _____

=====

Action Taken: _____ Approved

☒ Disapproved

_____ Deferred

_____ Acknowledged

_____ Preliminary Approval, subject to receipt of City Permit and Inspection

_____ Final Approval, copy of City Permit and Inspection received

Stipulations/Reason for Denial: Patio/retaining wall does not comply
with current patio specifications. Patio extends
beyond the length of the building

Date: 7/9/19

Signature: Kim Berman
Covenants Committee Chair

INDEMNIFICATION AGREEMENT AND COVENANT

THIS INDEMNIFICATION AND COVENANT AGREEMENT is made this 31ST day of MAY, 20 19, by and between JOHN J. LISANICK ("OWNER"), and the PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION, ("ASSOCIATION").

WITNESSETH: WHEREAS, Owner is the Unit Owner of condominium Unit No. 729 in Parkfairfax Condominium located at (address) 3442 GUNSTON ROAD Alexandria, Virginia; AND

WHEREAS, the Association is charged by the Condominium Instruments for Parkfairfax Condominium (recorded on February 7, 1977 in Deed Book 847 at Page 72 among the land records of the City of Alexandria, Virginia) with responsibility for maintaining the Common Elements of the Condominium and enforcing the provisions of the Condominium Instruments; AND WHEREAS, the Condominium Instruments require the approval of the Board of Directors of the Association prior to the making of any alterations by the Unit Owner affecting the Common Elements; AND WHEREAS, Owner wishes to make alterations affecting the common Elements and has approval therefore; AND WHEREAS, The Board of Directors of the Association will not approve such alterations in the absence of an indemnification against damages and assumption of responsibility by Owner; AND WHEREAS, In order to induce the Board of Directors of the Association to grant such approval owner is willing to indemnify the Association and affected Unit Owners and assume responsibility for damages. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Installation, alteration or removal of PATIO AND RETAINING WALL (specify) must be in accordance with any and all Guide Specifications and Exhibits approved by the Board of Directors.
2. Owner undertakes, of himself and his heirs, successors and assigns, to indemnify and hold harmless the Association and any Unit Owner from and against any loss or damage which the Association or any Unit Owner may suffer as a consequence of such improvements and alterations; including without limitations: (i) loss or damage caused by negligence in the design, construction or maintenance of such improvements and alterations; ii) loss or damage not the result of negligence but caused by the effect of such improvements and alterations on the structural components previously existing; (iii) expenses and consequential damage caused by or resulting from such improvements and alterations; and, (iv) fees, costs and expenses of any claims or suits arising as a result of such improvements and alterations.

3. Owner undertakes, for himself and his heirs, successors and assigns, to maintain and pay cost of maintaining such improvements and alterations, and all other appurtenant components.

4. Owner hereby warrants that the improvements and alterations have been and will be made in compliance with all applicable requirements of insurance policies covering the condominium and all applicable laws, governmental regulations, ordinances and codes. Owner hereby indemnifies the Association and any Unit Owner from and against any loss or damage attributable to the incorrectness of such warranty. Further, Owner hereby agrees to pay any increase in the cost of insurance coverage occasioned by the construction or maintenance of the improvements and alterations.

5. The approval by the Board of Directors of the Improvements and alterations set forth in paragraph 1 above does not constitute approval of any other improvements and alterations made without obtaining the express prior written approval of the Board of Directors pursuant to the provisions of the Condominium instruments and the procedures of the Board of Directors.

6. The parties agree that this Indemnification Agreement and Covenant shall be filed in the unit file at the Association office, and shall operate as a covenant running with the land, forevermore encumbering the condominium unit and binding Owner's heirs, successors and assigns, including without limitation all future owners of the condominium unit.

7. Wherever used herein the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders, as context may require.

IN WITNESS WHEREOF, The parties have executed this instrument as of the date first written above.

OWNER:

A handwritten signature in cursive script, appearing to read "John J. Lisarick", is written over a horizontal line.

STATE OF VIRGINIA)

CITY OF ALEXANDRIA)

I, the undersigned, a Notary Public in and for the State and City aforesaid, do hereby certify that JOHN J. LISANICK, whose names are signed to the foregoing instrument bearing date on the 31 day of MAY, 2019, have acknowledged the same before me in the aforesaid jurisdiction to be their act and deed.

GIVEN under my hand and seal this 31 day of MAY 2019.



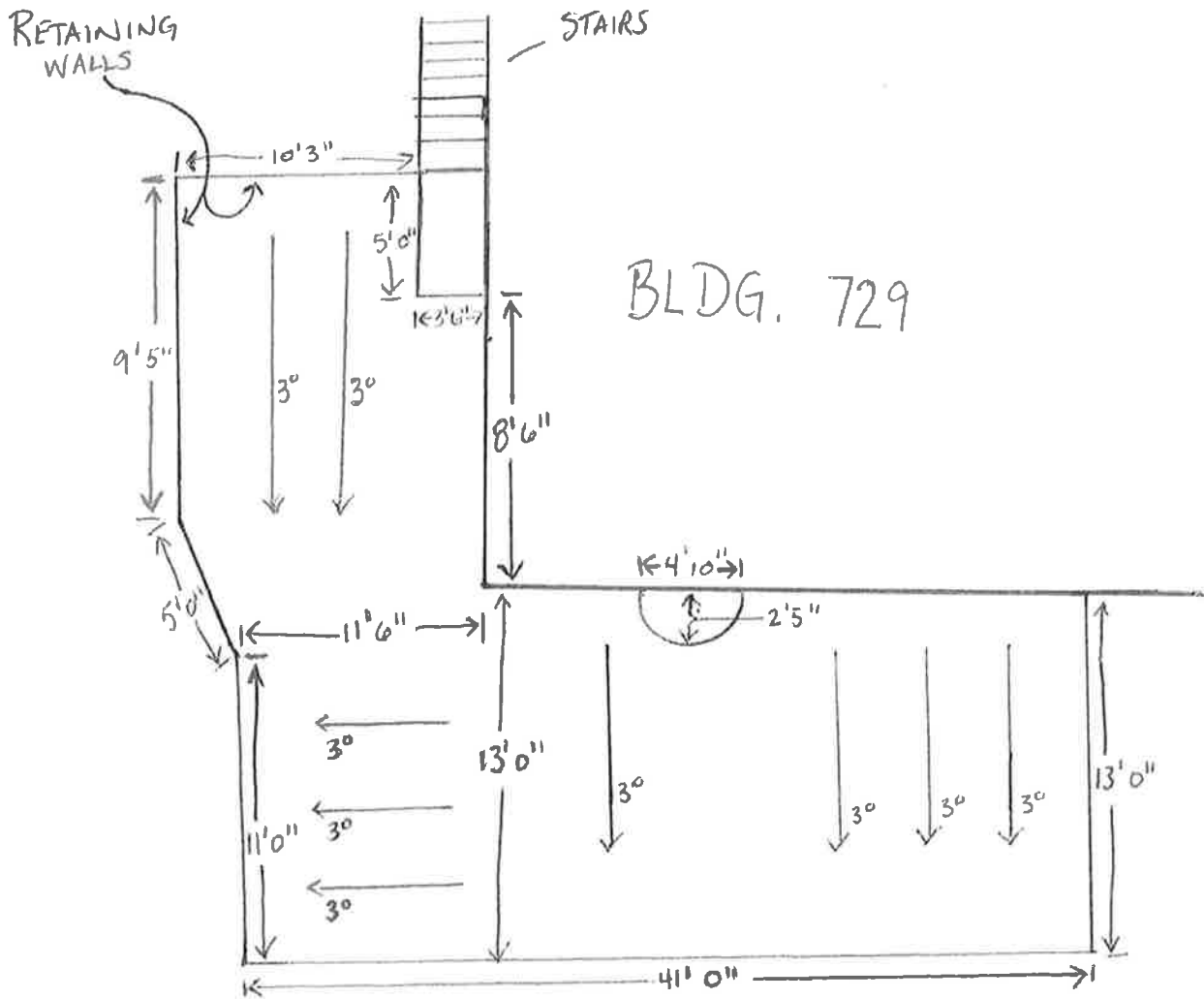
REX MARSHALL
NOTARY PUBLIC 7025520
COMMONWEALTH OF VIRGINIA
MY COMM. EXPIRES DECEMBER 31, 2020

Marshall seal)
NOTARY PUBLIC

My commission expires:

12-31-20

DIAGRAM BLDG. 729 72906 3442 GUNSTON



Covenant Info for Retaining Wall and Flagstone Patio – 72906 – 3442 Gunston

Please find important information below pertaining to the flagstone patio and retaining wall adjacent to Building 729, address 3442 Gunston Rd.

Materials: Flagstones from Sislers Stone Falls Church, VA
Sand from LC Smith Alexandria, VA
Stone Dust from Home Depot
Moisture Block from Simple Solutions

Area of Patio: 608 square feet

Retaining Wall: (Parallel to building) 9'5" Length, 1'0" Width, 1'6" Height
(Perpendicular to building) 10'3" Length, 1'0" Width, 1'6" Height

Base of Patio: 4" deep sand

Patio Material: 2" deep flagstones

Foundation Moisture Barrier: Moisturbloc (47' Length, 6" Width)

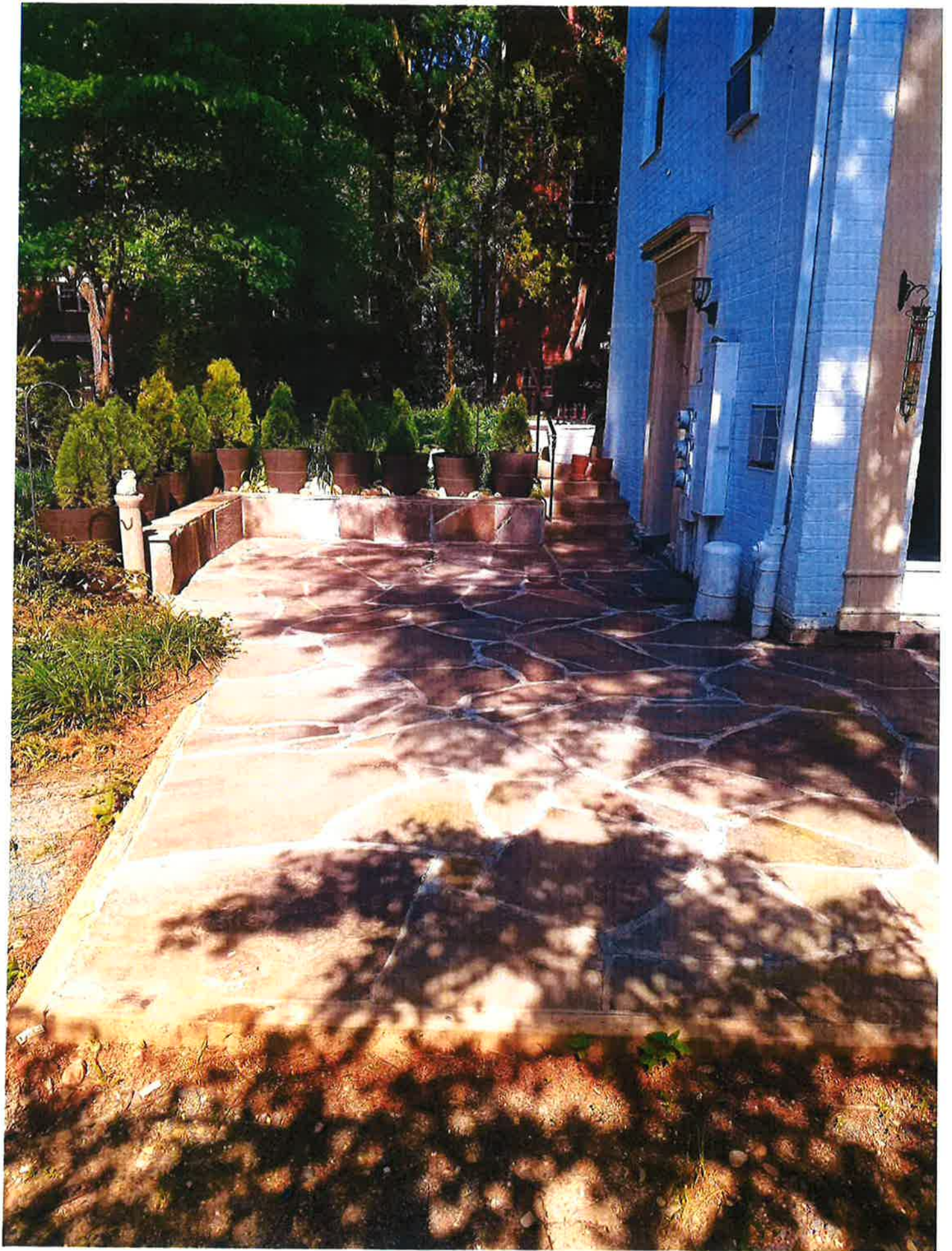
Slope: 3" away from building (see diagram), using standard level

Patio Joints Composition: Stone dust

Contractors: This was a DIY project with this applicant and a friend.

Permits: None necessary

Start/Completion Date: September 2018 – October 2018

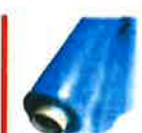






SimpleSolutions

Moisturbloc 700 sq. ft. 70 ft. x 10 ft. 6-mil Film Vapor Barrier Underlayment for Laminate Flooring



[Click or Tap Image to Zoom In](#)

Preliminary Inspection for Covenants Applications

Unit Owner John Lisande
Building # and Unit Address 729-3442 Gunston Road
Proposed Change Existing flagstone patio w/ retaining wall

Inspection Information

Date of Inspection 7-5-19 Performed by Alonso Alexander

Is the proposed change already in place? ☒ Yes ☐ No ☐ Partially

Inspectors Comments None

Is a follow-up inspection needed after installation? Yes ☒ No

If yes please explain Patio install is complete

Follow-up inspection

results Final inspection OK

Association Front Patio/Walkway/Retaining Wall Information Sheet

- 801-3401 Valley Drive: Flagstones Approved October 2002
- 835-1609 Ripon Place: Stacked Stones Approved 2004
- 838-3235 Ravensworth Place: Walkway Approved October 2012
- 708-3239 Valley Drive: Grandfathered
- 710-3233 Valley Drive: Violation Must be Removed
- 715 Common Element: Association to Remove
- 726-3224 Gunston Road: Grandfathered
- 734-3232 Gunston Road: Grandfathered
- 737-3386 Martha Custis Drive: Approved May 1980
- 826-3101 Martha Custis Drive: Approved 1985

LIMITED COMMON ELEMENT PATIO

SPECIFICATIONS (approved and revised June 20, 2018)

I. GENERAL CONDITIONS

- A.** Patios or decks shall only be installed within the boundaries of the Limited Common Element appurtenant to the unit applying for installation approval. The extent of the Limited Common Element is twenty feet (20') out from the building wall and running the length of the unit. Please refer to the Definitions Section in AR2 and the By-Laws of the Condominium Association.
- B.** Unit owners must submit an *Application for Non-Routine Change* and an *Indemnification Agreement* to the Parkfairfax Covenants Committee at the Association office and must receive approval for the proposed construction prior to the start of any construction. The Covenants Committee may request Parkfairfax staff inspect the patio site prior to approval. Please note that the Covenants Committee meets once per month; check with the Association office for submittal date requirements for the applicable monthly meeting. It is recommended that the applicant attend the Covenants Committee meeting to answer any questions that arise which might delay approval of the application. Upon receiving an approval letter from the Association, construction can commence. The Association has the right to remove any construction that occurs prior to approval at the unit owner's expense.
- C.** The following information is required to be provided with the application:
 - 1. Drawings shall include patio or deck dimensions including width, length, height above grade and placement within the appurtenant limited common element.
 - 2. The unit owner is required to contact "Miss Utility" to locate any utilities in the area and these must be shown on the application drawings.
 - 3. Drawings shall include all existing and proposed grading. Patios and decks are required to slope away from the building to ensure rainfall run-off is directed away from the building foundation.
 - 4. Drawings shall include all existing and proposed drainage structures and pipes. The unit owner shall request Parkfairfax staff provide drawings delineating the existing Parkfairfax drainage pipes and structures, including sanitary pipes and structures. All proposed drainage structures and pipes, including connections to existing drainage pipes or structures, shall be included on the drawings. The Association may require the unit owner to connect proposed drainage structures to the existing Parkfairfax drainage system; at the unit owner's expense.

5. Drawings shall include the location and type of all proposed patio surface materials. A combination of patio surface materials is acceptable. A typical architectural section shall be included showing the depth/thickness of patio base material and joint filler material.
6. Drawings shall indicate the location and type of all proposed decking materials and framing, the height of the deck above to grade, structural support/framing and footing details, as applicable.
7. Drawings shall include the location, materials, height and foundation for retaining walls associated with the installation of the patio or deck.
8. Application shall include the estimated date of construction completion.

II. UNIT OWNER'S LIABILITIES

- A.** The unit owner is solely responsible for the maintenance and repair of the patio or deck during and after installation.
- B.** Damage to the Common Element
 1. The unit owner is responsible for any and all damage that may occur to the Common or Limited Common Element area due to the construction of the patio or deck. This includes any damage to the building or its interiors or interior contents, plantings, soils, landscaping, and/or other limited common element and common element features, due to water or moisture. Careful attention needs to be paid to ground contours and proper grading. Patios and decks must slope away from the building.
 2. If the Association requires removal in whole or in part of a patio or deck in order to perform maintenance, the unit owner is responsible for the replacement or repair of the patio or deck; the Association is not responsible. The Association will make every good faith effort to inform the unit owner prior to commencement of such maintenance work; the failure of the Association to notify the unit owner does not in any way cause the Association to be liable for any damage to or for replacement of the patio or deck.
 3. The Association reserves the right to remove at any time and at the unit owner's expense any patio or deck that is not properly installed or that becomes a maintenance problem or hazard for any reason at all.

III. CONSTRUCTION

A. Patios

1. The finished patio surface elevation shall be between one to two inches below the top of the patio door threshold and have a minimum 2% grade away from the building to direct rainfall runoff away from the building foundation.
2. The finished patio surface elevation must be below and around any existing semi-circular crawl space metal access hatches. The finished patio shall not prevent access by Association staff to the crawlspace hatch.
3. Patio Surface Finish Materials – brick, stone, slate or concrete pavers may be used. Colors to be earth toned or naturalized rock-like. Any combination of these materials is acceptable.
4. Sealants and Moisture Barriers – If the patio material abuts the building exterior, a brick sealant or moisture barrier shall be applied for the full depth of the patio.
5. Edging - brick, stone, concrete or steel edging, or pressure treated timbers may be used as a border to contain the brick, slate, or concrete pavers and base for the patio.
6. Base – patio bases must be a minimum of two inches (2”) in depth and comprised of sand, stone dust, or crushed gravel.
7. Joints – patio joints must be porous and shall be either sand, stone dust, crushed gravel or polysand. The use of cement or concrete is strictly prohibited.

B. Decks

1. Decks are to be constructed as low to the ground as possible, based on existing slopes and grades, and the finished deck surface elevation shall be between one to two inches below the top of the patio door threshold.
2. Footings for decks shall not interfere with existing underground utilities, drainage pipes or drains.
3. The finished deck surface elevation must be below and around any existing semi-circular crawl space metal access hatch. The finished deck shall not prevent access by Association staff to the crawlspace access hatch.
4. Decks and deck framing materials shall be constructed of either pressure treated or rot-resistant wood or composite decking materials. Railroad ties are not permitted.

Wood may be treated with wood toned stains or sealants. Composite decking materials shall be wood toned colors only.

5. Decking materials shall be attached using screws only. Nailing of decking materials is not allowed. This allows for ease of access for maintenance purposes by the Association.
6. Deck railings are only permitted where required by Alexandria City Building Code. No other permanently built-in wood or composite structures or items are permitted on the deck.

C. Retaining Walls and Footings Necessitated By Sloped Sites

1. Retaining walls and footings shall be designed and sealed by either a registered engineer, architect, or landscape architect who, along with the Applicant, is fully responsible for the performance of the system designed. Sealed drawings and specifications shall be included in the application. Approval of the application by Parkfairfax does not render Parkfairfax responsible in any manner for any defects or failures of the completed work. Retaining walls and footings shall not exceed three feet (3') in height.
2. Retaining walls may be a mix of materials including pressure treated wood, brick, stone, slate, split faced concrete units, or precast concrete blocks. Colors shall be earth toned or naturalized rock-like blends. No concrete colored materials are acceptable for exposed above grade surfaces.

D. Retaining Walls for Patios or Decks Necessitated for Flood Proofing

1. Those units on the Permanent Flood Watch List may require specially designed construction for flood mitigation, including retaining walls, drainage swales, drains, or other features. Such unit owners shall work directly with the Association staff to coordinate approval of such construction features and shall not be required to go through the Covenants process for the flood mitigation measures, only.

E. End Unit Patios With Connecting Walkways to Community Access Hose Bibs

1. As part of the patio application, only walking paths connecting an end unit limited common element patio and a community hose bib located on the side of the building the patio is connected to will be allowed, provided the walkway meets the requirements of *AR-2 Walkway Specifications* with approval of the Covenants Committee. Walking paths shall not be constructed more than 10 feet from the building and no walkways between buildings will be allowed.
2. As part of the patio application, installation of patio surface materials immediately adjacent to a community hose bib, and extending to include an existing Parkfairfax

crawl space access hatch, is allowed, with approval of the Covenants Committee.
The surface materials shall not extend further than 10 feet from the building.

F. Post Construction Site Cleanup.

The unit owner is responsible for ensuring that all debris that is generated by the limited common element patio or deck installation, including any excavated soil, is removed and properly disposed of upon completion of the patio or deck. No materials may be dumped on the common element or in the woodlands.

RESIDENT INSTALLED WALKWAY SPECIFICATIONS

- I. The Covenants Committee will approve the layout and scope of each walkway on a case by case basis taking into consideration the existing landscaping, impact on neighboring units, and overall aesthetics.
- II. The homeowner must submit a design/drawing with the Covenants Application for Non-Routine Changes. The Ground Manager will inspect the area, drainage, erosion, storm drain deficiencies, etc. if it is feasible. Correction of erosion problems might involve the placement of landscape erosion/timber wall. These walls may alter the design, or scope of the resident's design. The placement of erosion walls might require the installation of steps along the walkway and in some cases the installation of a handrail.
- III. The walkway may not be of a permanent construction except in cases of providing acceptable access for persons with disabilities. These individuals may require the construction of a walk with more substantial materials in order to have full enjoyment of their immediate limited common element area, etc. Such permanent walks should conform to existing Parkfairfax walks. This is concrete or flagstone.

IV. MATERIALS

- a. **Concrete and Flagstone for Walkways Designed for Disability Access Only:** Base should be a minimum of 4 inches in thickness. The concrete should provide a strength of 2,500 pounds per square inch upon curing for 28 days. For concrete walks, a control joint should be placed at four-foot intervals, and an expansion joint at 15-foot intervals and with an expansion joint provided wherever the walk will abut another walk, building, or other permanent structure. The width of the walk should not be more than 36 inches. However, the actual required width should be determined by the needs of the individual. Ice melting chemicals should not be used on new concrete or flagstone for the first two years following installation.
- b. **Slate, Stone, Flagstone or Brick:** must be placed evenly across the width and length of the walkway to avoid trip hazards. The material must be soundly placed and any gaps between the material units must be properly filled with material suitable to the aesthetics of the design. Walkways must be a maximum of 30 inches wide and installed on a base of fine sand at a depth of a minimum of 4 inches. A border or placement of edging material is desirable to protect against grass or weed encroachment. Lumber used as a border on either type of walkway must be pressure treated or processed to resist decay and termite infestation.

- c. **Flagstone Simple Path:** A path may be set into the earth at a maximum of 30 inches with the top of the flagstone being level with the surface grade. This path may be within a mulched boundary, or turf may be established between the stone.
- d. **Crushed Stone or Gravel:** These walkways may be a minimum of 24 inches and are limited to a maximum width of 30 inches. An even depth of 4 inches should be maintained using a tan or dark gray color. Border/edging materials are required for these installations. Crushed stone or gravel walkways will not be allowed if a lawnmower must cross over the walkway to cut grass on the opposite side.

V. GENERAL CONDITIONS

- a. No walkway should be constructed so as to create a hazard. The walkway must be kept in a proper state of repair, and maintained free from hazardous conditions. It is the responsibility of the homeowner to maintain these walks. If Parkfairfax has to repair or remove any walkway due to hazardous conditions, Parkfairfax will charge the Unit Owner for labor and materials expense.
- b. Any walkway that meets an existing sidewalk or entry slab/platform must either maintain even top surface levels (with no trip hazard), or it must step "up" or "down." Any step along the walkway must rise a minimum of 4 inches, and be no more than 7 inches at the maximum. Any portion of the walkway that has more than three continuous steps must have a handrail of proper design (City of Alexandria Code).
- c. The installed walkway must have proper drainage. The walkway must not drain toward the building nor should there be any ponding of surface water. Border/edging materials must not interfere with the proper drainage of either surface or below grade water.
- d. Miss Utility must be called a minimum of two working days prior to the start of any excavation to install a walkway.
- e. The Parkfairfax Condominium Association or its agents shall not be held liable for replacement of any walkway that must be removed or damaged in order to perform necessary work on the property other than in cases of gross negligence. Whenever possible, the Association Office will inform residents of any impending work that might affect their walkway.